90247257

VEN274

90247257

BOX 333

Mass To: Instrument Propared By: Robert M. Soundin, Esq. 611 C.ive Street gt. Louis, Missouri 63101

Store Number. 174
Common Name: The American (Martiner)
County/State: Cook County IL.
ADDREUS: 960 5. BARRINGTON RH, STROMWOOD, IL
PERM. I.D. # 06-25-201-006-060

CORRECTIVE DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

CORRECTIVE DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

\$78.00

("Corrective Deed"), made effective as of the a

of Augusti, 1989, between the May department stores company,

New York corporation, having an office at 611 Olive Street,

St. Louis, Missouri 63101 ("Assigno."), and VENTURE STORES, INC.,

Delaware corporation, having an office at 2001 E. Terra Lane,

O'Fallon, Missouri 63366 ("Assignee").

"Deed" means: that certain Deed, Assignment and Assumption Agreement between Assignor and Assignee, dated is of ang. 8, 1989 and recorded as instrument No. 89391189 in the offices of the Recorder of Deeds of Cook County, Millions, on ang. 22, 1989, relating to the Premises as hereinafter defined.

"Premises" means: that certain real property described in Exhibit A attached hereto and incorporated herein by this reference;

COOK COUNTY, ILLINOIS FILED FOR RECORD

1990 MAY 29 AH 11: 11.

90247257

Property of Cook County Clerk's Office

450101853

SUBSESSE TO SUBSESSE OF THE SU

TO A KAN TRAINED TO SECTION A

"Buildings" means: all buildings, structures, fixtures and other improvements on or to the Premises;

"Rents" means: all rents, issues and profits derived from the Buildings and/or the Premises; and

"Permitted Matters" means all recorded: encumbrances, exceptions, easements, rights of way, comenants, conditions, restrictions, declarations, occupancies, reservations and all agreements and other matters of record with respect to and/or which affect, benefit and/or burden (i) the Premises, (ii) the Buildings, (iii) the Rents, (iv) the shopping center of which the Premises and/or the Suildings may be a part, and/or (v) the rights, easements, privileges and/or obligations of Assignor and/or Assignee with respect to any of same, including, without limitation, those set forth, contained or referred to on a recorded plan, on a recorded map and/or a recorded plat.

of Ten Dollars (\$10.00) in hand paid by Assignee to Assignor, and for other good and valuable consideration, the micual receipt and legal sufficiency of which are hereby acknowledged. Assignor and Assignee do hereby agree that the respective corresponding numbered Sections of the Deed shall be deemed corrected in their entirety to read as follows:

"1. Assignor does hereby remise, release, convey, quitclaim and assign unto Assignee all the estate, rights, title, interests, obligations and liabilities of Assignor in and to or with respect to the Premises, the Permitted Matters, the

Buildings and/or the Rents, excepting, however, any items of personal property specifically included or excluded in any other assignment or conveyance document between the parties hereto as regards the Venture store division of The May Department Stores Company."

Assignee (1) hereby accepts from Assignor the foregoing conveyance and assignment, (ii) for the benefit of Assignor, its successors and assigns, hereby assumes and agrees from and after the date hereof to keep, observe and perform all of the obligations, terms, coverants, conditions and restrictions with respect to the Premises, the Buildings, the Rents and/or the Permitted Matters to be kept. observed or performed by Assignor, its successors, assigns and/or Assignee and likewise hereby assumes and agrees to pay and sacisfy all obligations and liabilities of Assignor, its successors, assigns and/or Assignee under and/or with respect thereto, whether accrued or not and/or which may have arisen before the date hereof or which may arise on or after the date hereof, and (iii) hereby agrees to defend, indemnify, protect and hold harmless Assignor, its successors and assigns, from and against all claims, costs, expenses and liabilities incurred by Assignor, its successors or assigns or asserted by third parties with respect to the Premises, the Buildings, the Rents and/or the Permitted Matters; provided, however, Assignee's assumptions and indemnification contained in this Section 2 shall not be deemed to run with the land and shall

not bind any subsequent purchasers of the Premises and/or the Buildings."

- "3. Assignee, for itself, its successors, successors in interest and assigns, hereby agrees that Assignor, its successors and assigns shall not incur any liability by reason of the execution and delivery of this Agreement or by reason of any provision herein contained. The conveyance and assignment provided for herein are made without covenants or worranties of any kind whatsosver, express and/or implied (including, without limitation, covenants or warranties respecting title, accuracy of the legal description(s) of the Premises, fitness for a particular purpose, and/or physical condition), and Assignor expressly disclaims any and all express and implied covenants and warranties with respect to the conveyance and assignment provided for herein. Assignee, for itself, 15 successors, successors in interest and assigns, specifically acknowledges and agrees that Assignor's estate, rights, title, interests, poligations and liabilities conveyed and assigned hereby, have prem offered to and are hereby accepted by Assignee on the basis of mag is, where is, with all flaws and faults", including without limitation, all defects (latent and/or patent) and matters of survey and/or subdivision."
- "4. This Agreement shall be binding upon, and shall inure to the benefit of, Assignor and Assignee and, except as otherwise provided as to Assignee's assumptions and indemnification contained in Section 2 hereof, their respective successors."

Property of Cook County Clerk's Office

IN WITNESS WHEREOF, Assignor and Assignee have executed this Corrective Deed effective as of the date above first written.

Assignor:

Witness:

THE MAY DEPARTMENT STORES COMPANY

Gaff, Jr., Vice President

Attest:

Ann Smith Carr, Assistant Secretary

Assignee:

Witness:

VENTURE STORES, INC.

Attest:

Ann fanth Carr, Assistant Secretary

Senty of County Clerk's Office

STATE OF MISSOURI)) ss. CITY OF ST. LOUIS)

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

Notary Public

My Commission Expires:

KRISTIKA R. JONES

HUTARY PUBLIC — STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 20, 1993

ST. JOHNS COUNTY

STATE OF MISSOURI) ; ss. CITY OF ST. LOUIS)

On this _____ day of May, 1990, before me. personally appeared Robert J. Geiger and Ann Smith Carr, to me known to be the Vice President and Assistant Secretary, respectively, of VENTURE STORES, INC., the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the day and year first above written.

P Inne

My Commission Expires:

MINISTINA R. JONES

NOTARY PUBLIC — STATE OF MISSOURI
MY COMMISSION EXPIRES APRIL 20, 1903

ST. LOUIS COUNTY

90247257

County Clark's Office

The state of the s

DEED, ASSIGNMENT AND ASSUMPTION AGREEMENT

THAT PART OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND BEING MORE PARTICULARY DESCRIBED AS FOLLOWS:

COMMENCING AT THE POINT OF INTERSECTION OF THE WEST RIGHT-OF-WAY LINE OF SARRINGTON ROAD (AS OCCUPIED) WITH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SAID SECTION 25; THENCE NORTH OF DEGREES 19 MINUTES 54 SECONDS EAST, ALONG SAID WEST RIGHT-OF-WAY LINE, 1173.52 FEET; THENCE NORTH 89 DEGREES, 46 MINUTES, 06 SECONDS WEST 213.00 FEET, TO THE TRUE POINT OF SEGINATING; THENCE CONTINUING NORTH 89 DEGREES, 46 MINUTES, 06 SECONDS WEST, 600.86 FEET; THENCE SOUTH 89 DEGREES, 46 MINUTES, 56 SECONDS EAST, 336.33 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 54 SECONDS FAST, 1.83 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS EAST, 15.67. FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 06 SECONDS WEST, 150.25 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 54 SECONDS EAST, 289.50 FEET; THENCE NORTH 00 DEGREES 19 MINUTES 54 SECONDS EAST, 289.50 FEET; THENCE NORTH 40 DEGREES 46 MINUTES 54 SECONDS EAST, THENCE NORTH 44 DEGREES 46 MINUTES 56 SECONDS WEST, 21.12 FEET, TO THE POINT OF SEGINATING; ALL IN COOK COUNTY, ILLINDIS.

ALSO KNOWN ASTER

LOT 2 IN THE WESTVIEW CENTER SUBDIVISION, BEING A SUBDIVISION IN THE EAST 1/2 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 41 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO PLAT THEREOF RECORDED OF THE COOK COUNTY RECORDER OF DEEDS.

90247257